

**AGREEMENT FOR PROFESSIONAL SERVICES – DESIGN**  
Cochise County Treated Effluent Conveyance Facilities

This Agreement is entered into on \_\_\_\_\_ by and between WestLand Resources, Inc., an Arizona corporation, d/b/a WestLand Engineering & Environmental Services ("Consultant") and Cochise County Engineering and Natural Resources with office in Bisbee, Arizona ("Client"), and authorizes the Consultant to complete the work outlined in the Scope of Services attached as Exhibit A (the "Agreement").

**I. SCOPE OF SERVICES AND FEE**

Consultant will provide the Scope of Services as described in Exhibit A. Services not set forth in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

The fee for services is described in Exhibit A, and summarized as follows:

**Without Optional Tasks** – Consultant will provide the scope of services described in Exhibit A on a time and materials not to exceed (NTE) basis, in accordance with the rates provided in Exhibit A, with an NTE amount of \$307,787. Reimbursable expenses and subconsultant expenses are included in the lump sum amount.

**Including Optional Tasks** – Consultant will provide the scope of services described in Exhibit A on a time and materials not to exceed (NTE) basis, in accordance with the rates provided in Exhibit A, with an NTE amount of \$341,617. Reimbursable expenses and subconsultant expenses are included in the lump sum amount.

If agreed to in writing by the Client and the Consultant, the Consultant shall provide Additional Services, which shall be appended hereto. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services listed in Exhibit A. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, or as agreed to by the Client and the Consultant.

**II. TERMS AND CONDITIONS**

1. **Entire Agreement.** This Agreement including Exhibit B (Cochise County Standard Addendum) is the entire Agreement between the Client and the Consultant. In the event of a conflict between this Agreement and Exhibit B, Exhibit B shall control. There are no understandings or agreements except as expressly stated herein. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document as appropriate. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions.
2. **Contract Amendments.** No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
3. **Access Authorization.** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others necessary for the Consultant to provide the services. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (for the purpose of this Section 3, collectively, "Consultant") against any damages, liabilities or costs arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.
4. **Information Provided by Others.** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, utility mapping and field markings, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, utility mapping and field markings, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors or others.
5. **Ownership of Instruments of Service.** The Consultant shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.
6. **Delays.** The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are

not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, agents, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, agents, shareholders, owners and subconsultants shall not exceed \$350,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8. **Billing and Payment Terms.**

**Payment Due.** Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

**Interest.** If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

**Collection Costs.** If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**Termination of Services.** If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

9. **Disputed Invoices.** If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

10. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

11. **Dispute Resolution.**

**Mediation.** In an effort to resolve any conflicts that arise under a task order/notice to proceed or following completion of the services, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the services shall be submitted to nonbinding mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**Jury Waiver.** The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among the

parties arising out of or in any way related to this Agreement or any relationship between the parties. This provision is a material inducement to each party to enter into this Agreement.

**Prevailing Party Attorney's Fees.** Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation and collection expenses, including, without limitation, witness fees, court costs, attorneys' fees and other expenses, whether taxable or not, shall be paid to the prevailing party.

12. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
13. **Governing Law and Jurisdiction.** The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Arizona without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Pima County, Arizona.
14. **Termination.** In the event of termination of this Agreement by either party, the Client shall within fourteen (14) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than fourteen (14) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
  - Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
  - Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
  - Suspension of the project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
  - Material changes in the conditions under which this Agreement was entered into, the task order/notice to proceed, services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of termination, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

15. **Waiver of Rights.** Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with the Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.
16. **Notices.** All notices, requests, demands or other communications required or permitted to be given hereunder to Consultant shall be delivered to WestLand Resources, Inc., 4001 E. Paradise Falls Drive, Tucson, Arizona 85712. All notices, requests, demands or other communications required or permitted to be given hereunder to the Client shall be delivered to the address set forth below the Client's signature on this Agreement.
17. **Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the applicable project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the applicable project.
18. **Mutual Indemnification.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (for the purpose of this Section 18, collectively, "Client") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, agents, and subconsultants (for the purpose of this Section 18, collectively, "Consultant") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the applicable project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

19. **Code Compliance.** The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
20. **Standard of Care.** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
21. **Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the applicable project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Arizona corporation, and not against any of the Consultant's individual employees, officers or directors.
22. **Certifications, Guarantees, and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
23. **Jobsite Safety.** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.

The Client agrees that the contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractor. The Client also agrees that the contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be named as additional insureds under the Contractor's policies of general liability insurance. Client further agrees to indemnify and hold harmless Consultant from any and all liability, real or alleged, in connection with the performance of work on the applicable project.

The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees, or the Client or its employees, in connection with their work or any health or safety programs or procedures.

24. **Construction Observation.** The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

25. **Construction Phase Services and Changes in the Work.** The Consultant shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered an Additional Service, and the Client will pay the Consultant for these services in accordance with the Additional Services provisions of this Agreement
26. **Re-Staking.** In the event that any staking is destroyed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by CLIENT. Such cost shall be in addition to the compensation otherwise payable to Consultant hereunder.
27. **Soils Testing Services.** Consultant makes no representation concerning soil conditions, and has not, unless expressly set forth in the description of the scope of work set forth in this Agreement, undertaken any responsibility to furnish any reports or to secure performance of tests concerning the character of soils or their suitability for construction. In the event that Consultant agrees to secure performance of soil tests, it is agreed that the service shall be for the convenience of the CLIENT, and Consultant's only obligation shall be to coordinate the performance of soil tests and preparation of soil reports for a soil testing lab, which reports and tests shall be for exclusive use of and dissemination to CLIENT. Consultant shall not be responsible for any claims, liabilities or damages which arise or are alleged to arise out of the making or failure to make soil surveys, compaction tests or other subsurface soil tests of any kind or nature.
28. **Testing Laboratory Services.** It is acknowledged that the Consultant has been requested by the Client to subcontract certain laboratory testing services on behalf of the Client. The Consultant agrees to do so in reliance upon the Client's assurance that the Client will make no claim or bring any action at law or in equity against the Consultant as a result of this subcontracted service. The Client understands that the Consultant has not performed any independent evaluation of the testing laboratory's data and the Client shall not rely upon the Consultant to determine the quality or reliability of the testing laboratory's reports. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its officers, directors, employees, agents and subconsultants, harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the outside laboratory except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of the Consultant.
29. **Design without Construction Phase Services.** It is understood and agreed that the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto.

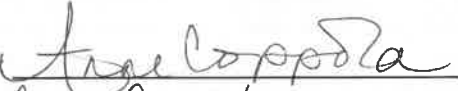
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, agents and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

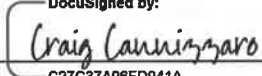
If the Client requests in writing that the Consultant provide any specific construction phase services, and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services, or in a separate Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their officers designated below as of the date written on the first page of this Agreement.

**Cochise County Engineering and Natural Resources**

**WestLand Resources, Inc., an Arizona corporation,  
d/b/a WestLand Engineering & Environmental Services**

Signature:   
Name: Anne Coppola  
Title: Contracts Administrator  
Street Address: 1415 Melody Lane  
City, State, Zip: Bisbee, Az. 85603  
Telephone: 520-432-8394  
Email Address: acoppola@cochise.az.gov  
Date: November 4, 2022

DocuSigned by:  
Signature:   
Name: Craig Cannizzaro, PE  
Title: Director | Engineering  
Street Address: 4001 E. Paradise Falls Drive  
City, State, Zip: Tucson, Arizona 85712  
Telephone: (520) 206-9585  
Email Address: ccannizzaro@westlandresources.com  
Date: November 2, 2022

## EXHIBIT A



4001 E. Paradise Falls Drive  
Tucson, Arizona 85712  
520-206-9585

November 2, 2022

Mr. Mark Apel  
Environmental Projects Coordinator  
Cochise County Engineering and Natural Resources  
1415 Melody Lane, Building F  
Bisbee, Arizona 85603

**Re: DESIGN CONCEPT REPORT AND 30 PERCENT CONSTRUCTION DRAWINGS  
COCHISE COUNTY TREATED EFFLUENT CONVEYANCE FACILITIES  
WESTLAND PROPOSAL NO. P10338**

Dear Mr. Apel:

WestLand Engineering & Environmental Services (WestLand) is pleased to provide this proposal to Cochise County (County) for the above-referenced project. It is our understanding that the County intends to produce a Design Concept Report (DCR) that will identify the facilities and pipeline alignment necessary to meet the project goal of conveying 600 acre-feet per year (ac-ft/yr) of treated effluent from the City of Bisbee San Jose Wastewater Treatment Facility (WWTF) to recharge basins near the east side of the San Pedro River (SPR). The selected alignment is consistent with the Bisbee Alternative 1 identified as part of the Cochise Conservation and Recharge Network (CCRN) Conveyance Study (CS) prepared for the Nature Conservancy (WestLand, June 2019). The general alignment to be reviewed is as shown in **Exhibit 1** attached. WestLand understands that the DCR will be used to support a Right-of-Way Permit application to the Bureau of Land Management (BLM) for placement of the treated effluent conveyance facilities on federally-owned land adjacent the International Border. Furthermore, the DCR will also emphasize identifying a preferred alignment and three (3) alternatives for the conveyance pipeline through the Town of Naco. WestLand understands that the project deliverables will include 30% Plan and Profile drawings (Drawings) for the proposed conveyance improvements.

WestLand understands that the County is investigating whether existing aerial photogrammetry/land survey sufficient to produce a digital terrain model (DTM) is available from other recent projects to supplement the WestLand survey effort and the County will advise WestLand accordingly as this information becomes available. WestLand understands that determining a location for the recharge basins is under development and that the County expects to have this information available by the time work on this project begins. WestLand also understands that the County prefers to not incorporate biological, environmental, and cultural clearance studies as part of this proposal but does wish the DCR to include descriptions of clearances that will be necessary and their typical timelines as the conveyance design progresses.

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## **SCOPE OF WORK**

WestLand proposes to design the 30% alignment for a treated effluent conveyance system that will begin at the San Jose WWTF, proceed southwest through the Town of Naco, then west parallel to the International Border, ending at the proposed recharge area near the east side of the SPR. WestLand will prepare 30% Drawings for a system capable of conveying 600 ac-ft/yr (372 gallons per minute [gpm]). This system is anticipated to include a pump station near the intersection of Purdy Lane and Naco Highway and a combination of pressure and gravity piping to convey flows to the recharge area. A second pump station may be required should it be necessary to place a portion of the conveyance pipeline above ground. The 30% Drawings will include a preferred alignment and three (3) alternate alignments for that portion of the project in and around the Town of Naco. WestLand will coordinate with relevant agencies to identify those portions of the alignment where it may be necessary to construct the pipeline above ground to avoid conflicts with existing facilities.

The scope of work for the alignment survey, engineering analysis, alignment design, DCR including 30% Drawings, and description of clearances and permitting requirements, for the treated effluent conveyance system will consist of the following tasks:

### **Task 1. Project Management and Coordination**

WestLand proposes to coordinate with the County, subconsultants, stakeholders, and appropriate agencies to complete the DCR and 30% Drawings. WestLand anticipates that coordination efforts will typically occur via MS Teams, phone, and email. Work under this task also includes internal coordination, budget tracking, invoicing, and scheduling of activities. WestLand has estimated that this Task will require one (1) site visit by the design team to initiate the project and coordinate with stakeholders.

WestLand proposes to provide the services for Task 1. Project Management and Coordination on a time-and-materials (T&M) not-to-exceed (NTE) basis of \$14,554.

### **Task 2. Meetings**

WestLand proposes to provide this task to include internal meetings regarding the project activities with staff and the County, as well as provide for external meetings with other involved agencies and stakeholders. Internal meetings (by Teams or in person) are expected to include, at a minimum, the following:

- Kick-Off Meeting.
- Pre-Design Coordination and Site Visit Meeting.  
This meeting will occur onsite and serve to familiarize the project team members with the stakeholder contacts and key locations along the project alignment.
- Design Progress Meetings.  
These meetings will be held every two (2) weeks for the project duration. It is estimated that twelve (12) Design Progress Meetings will be held.
- Deliverable Review Meetings.

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These meetings will be held to discuss deliverable review comments from the County and stakeholders. It is estimated that four (4) Deliverable Review Meetings will be held.

External meetings (by Teams or in person) are expected to include:

- Agency Meetings.
- Stakeholder Meetings (Utilities, Right-of Way, etc.)

WestLand proposes to provide the services in Task 2. Meetings on a T&M NTE basis of \$17,481.

### **Task 3. Quality Assurance and Quality Control**

WestLand proposes to perform internal Quality Assurance and Quality Control (QA/QC) measures for all submittals to the Client during the design process. QA/QC staff will provide guidance on Project methodology, criteria, review of Project deliverables, and perform checks of all engineering calculations. QA/QC staff shall consist of senior level engineers experienced in similar types of conveyance engineering projects. Other senior engineering staff not involved in the day-to-day project activities will perform independent reviews of all final deliverables.

WestLand proposes to provide the services in Task 3. Quality Assurance/Quality Control on a T&M NTE basis of \$12,154.

### **Task 4. Utility Coordination and Research**

WestLand will perform research and contact all utilities to identify the location of existing public and private utilities within the project limits. This will help establish the utility locations for determining conflicts and allow these to be considered in the evaluation of the proposed alignment(s). WestLand will provide existing utility locations on the 30% Drawings as accurately as possible using records available from utilities. WestLand will also use information obtained by surveying and plotting above-ground utility features and using professional judgement to correlate this information when deemed prudent. Field location and verification of existing buried utilities will not be performed as part of this project but can be provided upon request.

WestLand proposes to provide the services in Task 4. Utility Coordination and Research on a T&M NTE basis of \$5,276.

### **Task 5. Survey**

WestLand will contract with Rick Engineering, Inc. to obtain the necessary survey information to prepare the 30% Drawings for the full project alignment. This work will include:

#### **Subtask 5.1 Aerial photogrammetry of the proposed alignment**

This will include setting ground control and having the proposed alignment(s) flown for a 2-ft contour interval topographic base and color imagery in undeveloped rural areas and 1-ft contour interval topographic base and color imagery within the developed Naco area. This will also provide the basis for a DTM that will be used to provide a profile drawing of the proposed alignment to aid the design.

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### **Subtask 5.2 Control, Culture, and Utility Survey**

This will involve recovering necessary horizontal and vertical control points along the proposed alignment sufficient to produce the 30% Drawings. This will also include surveying existing cultural features and utility crossings which may affect the alignment design in the developed portions of the project area around the Town of Naco. These include features such as fences, walls, visible utility and drainage crossings, and other improvements the aerial topography will not pick up.

### **Subtask 5.3 Research of Right-of-Way/Boundary Information and Legal Descriptions**

This will be performed to depict the location of right-of-way, easements, and property lines on the 30% Drawings. This will not include field-verification of boundary information, setting field markers, or retracement of section corners.

Horizontal Datum will be based on Arizona State Plane Coordinates (Central Zone) NAD83 International Feet. Vertical Datum will be based on NAVD88 Vertical datum. Deliverables under this task will include AutoCAD drawing showing the results of survey with boundary, culture, surface contours, spot elevations, and control points.

WestLand proposes to provide the services in Task 5. Survey on a T&M NTE basis of \$127,982.

## **Task 6. Pressure and Gravity Pipeline 30 Percent Design**

WestLand will consolidate our research concerning topography, alignment constraints and preferences, property information, existing utilities, and scour analysis to select the most appropriate pipeline alignment. The results of this analysis will be shown on the 30% Drawings. This work will include:

### **Subtask 6.1 Horizontal Alignment of Conveyance Pipeline**

WestLand will coordinate with the County, other agencies, and stakeholders to identify a preferred alignment that will minimize impacts to existing use while fulfilling the project requirements. WestLand will emphasize close coordination with federal agencies that manage and operate along the International Border to avoid impacts to their activities from the pipeline. WestLand will also allow for any special constraints for portions of the pipeline that may be constructed above-ground, including access by operation and maintenance staff.

### **Subtask 6.2 Vertical Alignment of Conveyance Pipeline**

WestLand will evaluate the alignment topography, right-of-way use constraints, and existing utility constraints to identify the vertical alignment of the conveyance pipeline. Along with the pipeline hydraulics, these constraints will control where the pipeline will be buried or above-ground, pressure, or gravity flow, whether the pipe material will be plastic or metallic, and where special air release valves and pipe material transitions will be needed. WestLand will emphasize use of gravity pipeline over pressure pipeline to reduce pumping costs. The vertical alignment along the border may be subject to administrative constraints requiring that the pipeline be above-grade, which may dictate the need for more than one pump station to achieve the project goals.

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### **Subtask 6.3 Pipeline Support for Above-Grade Construction**

Where the conveyance pipeline is above-grade, it will require pipe supports at regular intervals to ensure long-term structural stability. WestLand will identify a preliminary pipe support detail on the 30% Drawings.

### **Subtask 6.4 Pipeline Support and Protection at Wash Crossings**

Where the pipeline crosses a wash or is subject to scour, the pipe will require protection or support that could be in the form of soil cement bank protection, a series of pile supports, grade control structures, mounted to a structure such as a bridge, or one of these protective measures in conjunction with the use of ductile iron pipe.

For the 30% Drawings, WestLand will identify up to five (5) wash crossings with the largest magnitude flow (estimated by visual review as no hydrology is to be done at this stage) and provide details of the horizontal and estimated vertical alignment of the pipeline, flow depth, computed long-term scour, and erosion hazard setback will be estimated until a hydrology report is completed. WestLand will also provide preliminary conceptual scour countermeasures and preliminary pipeline support design for the five (5) crossings on the 30% Drawings. At final design, a structural design along with the hydrology report will be needed to determine final pipe support and protection.

Because of the increased complexity and likelihood of utility conflicts in the upstream portion of the project limits, for the 30% Drawings WestLand will provide Plan and Profile Sheets at 1" = 40' Horizontal and 1" = 4' Vertical for that portion of the alignment from San Jose WWTF to the proposed pump station. From the pump station through the Town of Naco, including all three options through Naco, it is assumed it will be a force main with plans at 1" = 40' and double stacked plan view only. For the downstream portion of the alignment from Naco to the recharge basins, WestLand will provide double-stacked Plan Sheets at 1" = 60' Horizontal. It is anticipated that this portion of the alignment has greater potential to be constructed above-grade with fewer utility conflicts. Double-stacked Plan Sheets will provide the necessary resolution for this portion of the project and will substantially reduce the overall number of sheets.

The 30% Drawings will show the proposed alignment as well as the property ownership where the conveyance pipeline will be installed. This will identify from which parties the necessary easements and temporary construction easements (TCEs) will be required and the dimensions of such easements.

The anticipated 30% Civil Pipeline Drawing set includes:

- Cover Sheet with General Notes and Legend
- Sheet Index Sheet(s)
- General Notes Sheet
- Cochise County Standard Notes and Details
- Survey Control Sheet(s)

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- Upstream (San Jose WWTF – Naco) Conveyance Pipeline 30% Plan and Profile Design Sheets (40 scale)
- Downstream (Naco – Recharge Basin) Conveyance Pipeline 30% Double-Stacked Plan Design Sheets (60 scale)
- Detail Sheets – San Jose WWTF Connection and Turnout Details
- Detail Sheet – Pipeline Support for Above-Grade Construction Typical Details
- Detail Sheet(s) – Pipeline Support and Protection at Wash Crossings Typical Details
- Detail Sheet – Special Valve and Material Transition Typical Details

WestLand proposes to provide the services in Task 7. Pressure and Gravity Pipeline 30 Percent Design on a T&M NTE basis of \$111,840.

#### **Task 7. Pump Station 30% Design**

The CCRN CS (WestLand, June 2019) identified the requirement for a single pump station located near the intersection of Purdy Lane and Naco Highway. Depending upon the results of the conveyance pipeline alignment design, there may be a requirement for an additional pump station near the International Border in order to convey the flow in an above-grade pipeline.

The CCRN CS identified the pump station required for the Bisbee-1 alignment as a dual vertical turbine can pump type for flows above 300 gpm, which applies to the average design flow of 372 gpm for this project. This preliminary layout involved 60-ft by 60-ft area for the pump station. According to the CCRN CS, 3-phase power is available at the Purdy Lane-Naco Highway site.

The pipeline horizontal and vertical alignment will dictate the pipeline hydraulics and will directly impact the size of pumps selected for the pump station and whether more than one pump station will be required to convey the design flow. WestLand proposes to prepare the Pump Station 30% Drawings to meet County, Arizona Department of Environmental Quality (ADEQ) requirements, and American Water Works Association (AWWA) Standards. This proposal includes providing the 30% Site and Mechanical Drawings for the pump station, however; electrical design will not be included in the 30% Drawing package. WestLand will provide 30% Technical Specifications on the Drawings.

The anticipated 30% Civil Pump Station Drawing set includes:

- Pump Station Standard Notes and Details
- Site Layout, Grading and Connection Sheet
- Pump Station Manifold Piping and Valving Sheet
- Pump Station Details Sheet

WestLand proposes to provide the services in Task 8. Pump Station 30% Design on a T&M NTE basis of \$4,800.

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### **Task 8. Design Concept Report**

WestLand proposes to prepare the project DCR based on the analysis and design effort to produce the 30% Drawings. The DCR will include the following content:

1. Introduction and Background
2. 30% Pipeline Alignment
  - a. Segment 1: San Jose WWTF to Pump Station 1
  - b. Segment 2: Pump Station 1 to West Side of Naco
    - i. Naco Alignment
    - ii. Alternate Naco Alignment 1
    - iii. Alternate Naco Alignment 2
    - iv. Alternate Naco Alignment 3
  - c. Segment 3: International Border from Naco to NW Bend
  - d. Segment 4: NW Bend to Recharge Basin(s)
3. 30% Hydraulics Analysis and Facility Sizing
  - a. Segment 1: Gravity Pipeline – Buried
  - b. Segment 2: Pressure Pipeline – Buried
  - c. Segment 3: Pressure & Gravity Pipeline – Above Grade
  - d. Segment 4: Gravity Pipeline – Buried
  - e. Pump Station(s)
4. Property & Right-of-Way Acquisition
  - a. Permanent and Temporary Easements
  - b. Cochise County Right-of-Way
  - c. Bureau of Land Management
  - d. Arizona State Land Department
  - e. Private Land
5. Environmental and Cultural Clearances Review
  - a. Biological Evaluation (BE)
  - b. Cultural Resources Inventory
  - c. Clean Water Act (CWA) Section 404 Permitting
  - d. Native Plant Inventory (ASLD)
  - e. NEPA for Federal Funds and/or Federal Lands
  - f. Arizona Pollutant Discharge Elimination System (AZPDES)
6. Cost Opinions
  - a. Opinion of Probable Cost of Construction (OPCC)
  - b. Operation, Maintenance, Repair, Replacement & Rehabilitation (OMRRR) Costs
7. Summary
8. Tables

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9. Figures
10. Exhibits
11. Appendices

WestLand proposes to provide the services in Task 8. Design Concept Report on a T&M NTE basis of \$13,700.

#### **Optional Task 1. Alignment Extension Beyond SPRNCA Access Road**

WestLand will extend the 30% alignment further into the SPRNCA area beyond the access road. It assumes that the additional alignment could be up to 6,500 additional feet of pipeline.

WestLand proposes to provide the services in Optional Task 1. Alignment Extension Beyond SPRNCA Access Road on a T&M NTE basis of \$6,040.

#### **Optional Task 2. Conceptual Recharge Basins Layout**

WestLand will coordinate with the County for the tentative location of the recharge basins at the downstream end of the effluent line. The layout will be sized on recharge rates provided to WestLand and using the effluent flowrate to be expected. The basins will provide a footprint of typical recharge basin needs, including the redundant basin for rotation and wet/dry cycling, for scale and placement within the project area.

WestLand proposes to provide the services in Optional Task 2. Conceptual Recharge Basins Layout on a T&M NTE basis of \$7,660.

#### **Optional Task 3. Biological/Cultural/Native Plant Document Review for NEPA Requirements**

WestLand will review all information provided and desktop reviews of the alignment via existing databases and aerial from the survey in Task 5. From this review, WestLand will provide a summary of additional requirements needed to satisfy the BLM with any NEPA documentation for the establishment of a ROW for the pipeline. It is anticipated that the project will require the studies and reports listed below; however, this initial phase proposes to conduct desktop analysis and coordination with the required agency to fully define the scope for these studies and/or permitting processes. Anticipated studies include:

- BE to determine if any special status species, including those afforded protection under the Endangered Species Act are present and could be impacted by the project activities. This would be used to determine if consultation with the US Fish and Wildlife Service would be required.
- Clean Water Act permitting – Under this initial phase, WestLand would conduct a desktop analysis to identify potentially jurisdictional washes crossing that project that could require a Section 404 permit from the Army Corps of Engineers. This does not include field reconnaissance or preparation of a preliminary jurisdictional determination suitable for submittal to the Corps.

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- Native Plant Inventory (ASLD) – Coordination with ASLD would be done to determine if a full inventory would be required or if sampling protocols could be implemented.
- National Environmental Policy Act compliance – WestLand would coordinate with the BLM to determine what level of NEPA documentation would be required and if any public scoping would be needed other than publication on BLM's ePLanning website. This would not include completing any necessary documentation to support BLM's NEPA obligation. If portions not located on Federal lands are utilizing Federal funding, then WestLand would also determine what level of NEPA would be required by the Federal funding agency.
- AZPDES permit – WestLand would assist in determining the need for a Stormwater Pollution Prevention Plan (SWPPP), but an actual plan would not be developed.

WestLand proposes to provide the services in Optional Task 3. Biological/Cultural/Native Plant Document Review for NEPA Requirements on a T&M NTE basis of \$20,130.

#### **Project Deliverables**

- A desktop BE would be completed to identify special status species that could occur along the project corridor. The list would be generated using on-line tools managed by the USFWS and the Arizona Game and Fish Department. This would include birds protected by the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act, and This would not include BLM sensitive species or State-listed species of concern. Recommendations for survey would be included.
- A brief technical memorandum would be prepared to document direction provided by the ASLD for native plant surveys.
- A desktop PJD would be prepared, and a memo would be drafted to identify potential CWA Section 404 permitting requirements.
- A Technical Memorandum would be drafted to identify the level of NEPA that could be required for the BLM, as well as for portions that are receiving Federal funds. This would lay out the steps and estimated timeline to complete the NEPA process.
- WestLand would identify the need for a SWPPP.
- A Conceptual Alignment and Facility Location Plan for the County's review and approval prior to preparation of 30% Design Drawing set.
- A Preliminary 30% Design Drawing set for the County's review and approval.
- A Final 30% Design Drawing set prior to preparation of the DCR.
- Draft DCR for the County's review and approval.
- Final Sealed DCR.

#### **Project Assumptions**

- WestLand has the most updated site information from the County regarding the location and configuration of the recharge basin(s) near the SPR.
- This proposal assumes one round of revisions from the County after the Conceptual Alignment and Facility Location Plan has been prepared, and that these revisions will not fundamentally alter the design concept as prepared by WestLand.

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- All coordination efforts and meetings will be via MS Teams, phone, and email except for field coordination meetings as specified herein.
- The 30% Design Drawing set will not be sealed and labeled "Not for Construction".
- WestLand shall be entitled to reasonably rely upon the information and data provided by the County or from engineering firms contracted by the County to provide professional engineering services.
- Changes in scope not identified above will be subject to review by the County and WestLand. If there is additional cost, WestLand will submit a change order for County approval. The change will be implemented once written approval is received.
- The Biological, Cultural, and Native Plant reviews are limited to reviewing any existing reports and data provided to WestLand and providing a summary of what will be needed for the design project from a NEPA standpoint.

#### **Project Exclusions**

- Biological, Environmental and Cultural Field Activities, Plans, and Permitting.
- Geotechnical Engineering and Design.
- Structural Engineering and Design.
- Hydrology and Drainage and Scour Report.
- Electrical Engineering and Design.
- Corrosion Control Engineering and Design.
- SCADA, Instrumentation, Controls Engineering and Design.
- All other scope not identified within this proposal.
- Any permitting (APP or AZPDES) is not included in this proposal.

#### **PROJECT FEE**

WestLand proposes to provide the scope of services identified in Tasks 1 through 8 above on a T&M NTE basis of **\$307,787**. There are three Optional Tasks that were requested, and they are listed below the total for Tasks 1 through 8. **Table 1** provides a summary of fees to be billed on a T&M NTE basis. WestLand retains the right to move budget between tasks without increasing the overall cost without prior approval.

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**Table 1. Fee Summary**

<b>Task</b>	<b>Task Total</b>
Task 1. Project Management and Coordination	\$14,554
Task 2. Meetings	\$17,481
Task 3. Quality Assurance and Quality Control	\$12,154
Task 4. Utility Coordination and Research	\$5,276
Task 5. Survey	\$127,982
Task 6. Pressure and Gravity Pipeline 30 Percent Design	\$111,840
Task 7. Pump Station 30 Percent Design	\$4,800
Task 8. Design Concept Report	\$13,700
<b>Total</b>	<b>\$307,787</b>
Optional Task 1 – Alignment Extension Beyond SPRNCA Access Road	\$6,040
Optional Task 2 – Conceptual Recharge Basins	\$7,660
Optional Task 3 – Environmental, Biological, and Cultural	\$20,130
<b>Total With Optional Tasks</b>	<b>\$341,617</b>

If you have any questions or require additional information, please do not hesitate to call.

Respectfully,  
WestLand Engineering & Environmental Services, Inc.



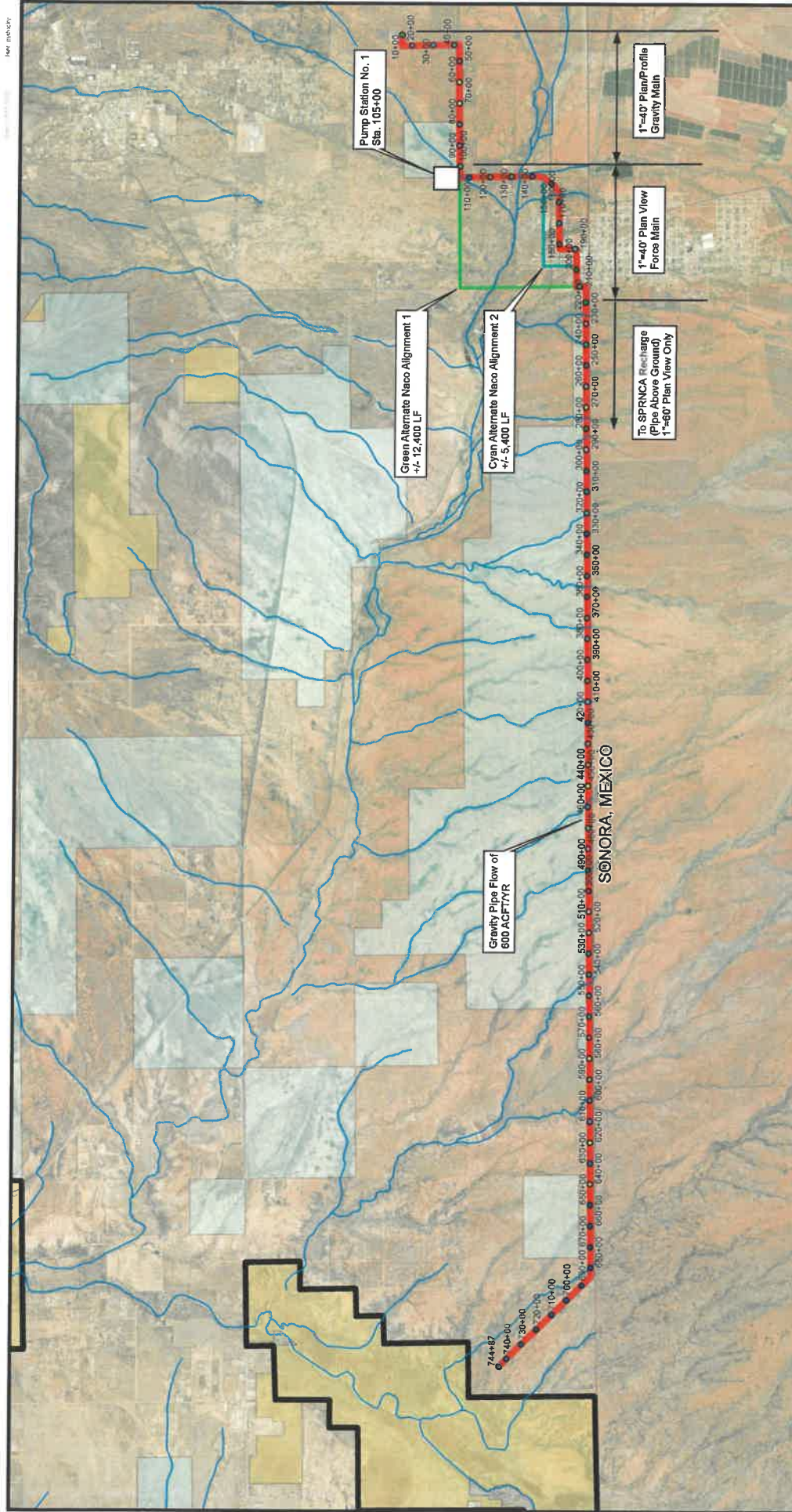
Peter Mulvey, PE  
Senior Project Manager



Craig Cannizzaro, PE  
Director | Engineering

PJM:bsh  
Attachment: Preliminary Recharge Effluent Alignment





COCHISE COUNTY  
PRELIMINARY RECHARGE  
EFFLUENT ALIGNMENT

CONCEPTUAL EFFLUENT  
PIPELINE ROUTES  
Exhibit 1

**Legend**

- Alternative 1 Surface Management
- Bureau of Land Management (BLM)
- SPRNCA
- Private Land (No Color)
- State Trust Land

Scale: 0, 2,250, 4,500 Feet

WestLand  
Engineering & Construction  
3000 S. GILBERT AVENUE, SUITE 100, GILBERT, AZ 85133



## EXHIBIT B

### STANDARD ADDENDUM

The following terms are added to and form a part of the Agreement for Professional Services ("Contract") between Cochise County ("County") and WestLand Resources, Inc., d/b/a WestLand Engineering & Environmental Services ("Contractor") and supersede any conflicting terms:

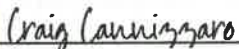
1. **NON-DISCRIMINATION:** Neither party shall unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
2. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **INSPECTION AND AUDIT:** The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of this contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
4. **ARBITRATION:** The parties agree that any dispute arising under this Contract involving the sum of \$65,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator shall be final.
5. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES:** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
6. **PUBLIC RECORDS LAWS:** Notwithstanding any provision in the Contract to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq.
7. **JURISDICTION AND LAW:** Notwithstanding any provision in the Contract to the contrary, the Contract shall be governed by Arizona law and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.

8. **IMMIGRATION LAWS:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A). The Contractor shall further ensure that each sub-Contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
  
9. **FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA:** Contractor hereby certifies that it does not currently, and agrees for the duration of the contract, will not use: The forced labor of Ethnic Uyghurs in the People's Republic of China, will not use any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China, and use any subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.
  
10. **CERTIFICATION PURSUANT TO A.R.S. § 35-393.01:** If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842

Contractor

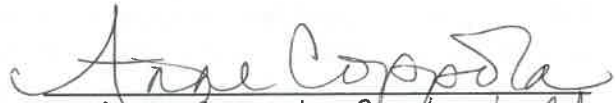
Cochise County

DocuSigned by:



By: Craig Cannizzaro, Vice President

Date: November 2, 2022



By: Anne Coppola, Contracts Administrator

Date: November 4, 2022